

1808

OPEN END MORTGAGE

THIS INSTRUMENT PREPARED BY:
Wallace, Ellis, Head & Fowle
Attorneys at Law
Columbiana, Alabama 35051

STATE OF ALABAMA.

SHELBY COUNTY

WHEREAS, KENT FARMS, an Alabama General Partnership, by Douglas M. Kent, as Trustee of the Trust created under the terms of the Last Will and Testament of Roy Wright Kent, Deceased, Gladys M. Kent, by Douglas M. Kent, her Attorney-in-fact, Douglas M. Kent, and Douglas M. Kent, II

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED MORTGAGEE,

IN THE SUM OF THREE HUNDRED THIRTY THOUSAND AND NO/100 (\$330,000.00)

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON THE 1st DAY OF February, 2007

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS AND TO FURTHER SECURE THE PAYMENT OF SUCH FUTURE ADVANCES, ADDITIONAL ADVANCES AND/OR READVANCES AS MAY BE MADE TO THE GRANTOR BY THE MORTGAGEE, EVIDENCED BY ADDITIONAL OR SUBSTITUTE NOTE OR NOTES, WHICH SHALL AT NO TIME EXCEED THE SUM OF \$425,000.00, AS MORE PARTICULARLY HEREINAFTER SET FORTH, AND TO SECURE THE PAYMENT OF ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

KENT FARMS, an Alabama General Partnership, by Douglas M. Kent, as Trustee of the Trust created under the terms of the Last Will and Testament of Roy Wright Kent, Deceased, Gladys M. Kent, acting herein by and through her duly and legally appointed Attorney-in-fact, Douglas M. Kent, by Power of Attorney recorded in the Office of the Judge of Probate of Shelby County, Alabama in Misc. Book 44, page 791, Douglas M. Kent, and Douglas M. Kent, II

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE (\$5.00) DOLLARS PAID TO GRANTOR BY MORTGAGEE, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO SAID MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN Shelby COUNTY, ALABAMA, TO-WIT:

DESCRIPTION ATTACHED

BOOK 419 PAGE 977

See Partial release Misc. Book 56 pg. 81 - (4-12-84)

PARCEL ONE:

NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 14, Township 21 South, Range 3 West, except that portion conveyed to Southern Natural Gas Corporation by deed dated April 24, 1951 recorded in Deed Book 145, page 344, described as follows:

A certain tract of land located in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows, to-wit: Commence at the NW corner of Section 14, Township 21 South, Range 3 West, and run in an Easterly direction along the North boundary line of said Section 14, 1837 feet to a point; thence turning an angle of 90 deg. to the right and running in a Southerly direction 13 feet to a point, which is the point of beginning of the tract of land herein conveyed; thence turning an angle of 90 deg. to the left and running in an Easterly direction 67.4 feet to a point, which point is located on the centerline of Southern Natural Gas Company's existing pipeline; thence continuing along the same course in an Easterly direction 32.6 feet to a point; thence turning an angle of 90 deg. to the right and running in a Southerly direction 50 feet to a point, which point is located on the centerline of Southern Natural Gas Company's existing pipeline; thence continuing along the same course in a Southerly direction 50 feet to a point; thence turning an angle of 90 deg. to the right and running in a Westerly direction 100 feet to a point; thence turning an angle of 90 deg. to the right and running in a Northerly direction 100 feet, more or less, to the point of beginning and containing 0.23 acres, more or less.

Also LESS AND EXCEPT any portion thereof lying West of Alabama Highway 119, subject to high way right of way and easements to Southern Natural Gas Corporation.

PARCEL TWO:

SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 11, Township 21 South, Range 3 West, West of the old run of Buck Creek and South of a line running East and West 227 yards South of the intersection of Buck Creek with the West line of Section 11.

PARCEL THREE:

NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 14, Township 21 South, Range 3 West, Southwest of the old run of Buck Creek less and except that portion southeast of the road and less and except that portion thereof which lies South of a fence line which intersects the East boundary of said $\frac{1}{4}$ Section and run thence in a Southwesterly direction to its point of intersection with the South boundary of said $\frac{1}{4}$ Section.

PARCEL FOUR:

S $\frac{1}{2}$ of SE $\frac{1}{4}$; and East 15 acres of NW $\frac{1}{4}$ of SE $\frac{1}{4}$; in Section 10, Township 21 South, Range 3 West; All SW $\frac{1}{4}$, Southwest of Creek; all W $\frac{1}{2}$ of SE $\frac{1}{4}$, Southwest of Creek and North of line running 227 yards South of intersection of Buck Creek with West line of SE $\frac{1}{4}$; Section 11, Township 21 South, Range 3 West;

Subject to easements and highway rights of ways;

LESS AND EXCEPT property described in Deed recorded in Deed Book 326, page 796 in the Probate Records of Shelby County, Alabama, described as follows:

A parcel of land situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 10, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the SE corner of Section 10, Township 21 South, Range 3 West; thence run North along the East boundary of such Section 10 a distance of 71.6 feet to a point; thence turn an angle to the left of 91 deg. 58' and run Westerly a distance of 111.82 feet to a point on the North boundary of Shelby County Road #26, such point being the point of beginning. Begin at the point of beginning and continue Westerly along the North boundary of Shelby County Road #26 a distance of 250.0 feet to a point, thence turn an angle to the right of 90 deg. 00' and run Northerly a distance of 250.00 feet to a point; thence turn an angle to the right of 90 deg. 00' and run Easterly a distance of 250.0 feet to a point; thence turn an angle to the right of 90 deg. 00' and run Southerly a distance of 250.0 feet to the point of beginning.

LESS AND EXCEPT property described in Deed recorded in Deed Book 327, page 654, in the Probate Records of Shelby County, Alabama, described as follows:

A portion of land situated in Section 11, Township 21 South, Range 3 West, in Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 11, Township 21 South, Range 3 West and run Easterly along the South line thereof 1460.34 feet to a point on the Southeasterly right of way line of Alabama Highway No. 119 and the point of beginning; thence continue along the East described course 266.08 feet; thence turn left 70 deg. 47' 10" and run Northeasterly 104.375 feet; thence run West 240 feet more or less, to a point on the Southeasterly right of way line of said highway which is 146.45 feet (measured along said Southeasterly right of way line of said Highway) Northeast of the point of beginning; thence run Southwesterly along said Southeasterly right of way line of said highway, a distance of 146.45 feet to the point of beginning.

LESS AND EXCEPT property described as follows:

A portion of land situated in Section 11, Township 21 South, Range 3 West, in Shelby County, Alabama, being more particularly described as follows: Commence at the SW corner of Section 11, Township 21 South, Range 3 West and run East along the South line thereof 1460.34 feet; thence turn left 65 deg. 57' 50" and run Northeasterly 292.90 feet; thence turn left 0 deg. 31' 50" and continue Northeasterly 1219.09 feet; thence turn left 4 deg. 50' 30" and continue Northeasterly 286.43 feet to a point where Buck Creek crosses the Southeasterly right of way line of Alabama Highway No. 119 and the point of beginning; thence turn left 180 deg. 00' and run Southwesterly along said right of way line 286.43 feet; thence turn left 93 deg. 33' 30" and run Southeasterly 426.08 feet; thence turn left 88 deg. 01' 10" and run Northeasterly 344.24 feet to a point in Buck Creek; thence turn left and run along Buck Creek 430 feet, more or less, to point of beginning. Containing 3.0 acres, more or less. Less and except for any easements or rights of way of record.

Subject to existing roads and utility easements of record.

Also, subject to the following:

1. Right of way to Shelby County recorded in Probate Office of Shelby County, Alabama in Deed Book 216, page 584.
2. Oil and Mineral lease to Atlantic Richfield Company recorded in said Probate Office in Deed Book 322, page 3.
3. Permit to Alabama Power Company recorded in said Probate Office in Deed Book 333, page 385.
4. Agreement with Cheney Lime dated 7/1/61 changing creek recorded in said Probate Office in Deed Book 216, page 394.
5. Alabama Power Company permit recorded in said Probate Office in Deed Book 88, page 357.
6. Right of way to Southern Natural Gas dated 8/7/29 recorded in said Probate Office in Deed Book 88, page 557.
7. Oil, gas and mineral lease to Atlantic Richfield Company recorded in said Probate Office in Deed Book 322, page 11.
8. Alabama Power Company permits recorded in said Probate Office in Deed Book 333, page 392, in Deed Book 333, page 394; in Deed Book 124, page 552; in Deed Book 101, page 86.
9. Rights of way to Shelby County recorded in said Probate Office in Deed Book 216, page 584; in Deed Book 124, page 258.
10. Easements to Southern Natural Gas Company recorded in said Probate Office in Deed Book 195, page 398; in Deed Book 145, page 344; and in Deed Book 90, page 68.
11. Easement to Southern Natural Gas recorded in said Probate Office in Deed Book 283, page 185; and in Deed Book 90, page 62.
12. Alabama Power Company permits recorded in said Probate Office in Deed Book 109, page 583; in Deed Book 124, page 550 and in Deed Book 333, page 381.

DESCRIPTION ATTACHED
(two pages)

The foregoing description is attached to and made a part of that certain mortgage executed by Kent Farms, an Alabama General Partnership, by Douglas M. Kent, et al, dated April 20, 1982, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of \$330,000.00.

KENT FARMS, an Alabama General Partnership

By Douglas M. Kent
Douglas M. Kent, as Trustee of the Trust created under the terms of the Last Will and Testament of Roy Wright Kent, Deceased.

Gladys M. Kent

By Douglas M. Kent
Douglas M. Kent, her attorney-in-fact

Douglas M. Kent
Douglas M. Kent, individually

Douglas M. Kent II
Douglas M. Kent, II

TO HAVE AND TO HOLD THE AFOREGRAUNTED PREMISES, TOGETHER, WITH IMPROVEMENTS AND APPURTENANCES THEREUNTO BELONGING, UNTO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS FOREVER.

IT IS UNDERSTOOD AND AGREED THAT THIS CONVEYANCE SHALL AND DOES SECURE THE PAYMENT OF THE ORIGINAL INDEBTEDNESS HEREINABOVE SET FORTH, TOGETHER WITH ANY AND ALL FUTURE AND ADDITIONAL ADVANCE(S) AND/OR READVANCE(S) AS MAY BE MADE TO THE GRANTOR BY THE MORTGAGEE AND THAT THE TOTAL PRINCIPAL INDEBTEDNESS SECURED HEREBY, INCLUDING THE ORIGINAL AMOUNT AND ANY SUCH FUTURE OR ADDITIONAL ADVANCE(S) AND/OR READVANCE(S), SHALL NOT EXCEED THE SUM OF \$ 425,000.00 DOLLARS. THE MORTGAGEE TO BE THE SOLE JUDGE AS TO WHETHER OR NOT SUCH FUTURE OR ADDITIONAL ADVANCE(S) AND/OR READVANCE(S) WILL BE MADE, TOGETHER WITH ANY OTHER INDEBTEDNESS WHICH MAY BECOME DUE AND OWING UNDER THE TERMS OF THIS INSTRUMENT.

GRANTOR COVENANTS WITH MORTGAGEE THAT GRANTOR IS LAWFULLY SEIZED IN FEE OF THE AFOREGRAUNTED PREMISES; THAT THEY ARE FREE OF ALL ENCUMBRANCES; THAT GRANTOR HAS A GOOD RIGHT TO SELL AND CONVEY SAME TO MORTGAGEE; AND THAT GRANTOR WILL WARRANT AND DEFEND SAID PREMISES TO MORTGAGEE FOREVER AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH MORTGAGEE WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
 2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY MORTGAGEE, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO, MORTGAGEE AS ITS INTEREST MAY APPEAR. AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY MORTGAGEE MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR IF NOT SO APPLIED MAY, AT THE OPTION OF MORTGAGEE, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS MORTGAGE.
 3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY MORTGAGEE IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
 4. THAT THIS MORTGAGE IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS MORTGAGE OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED, IN ANY MANNER, OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, MORTGAGEE MAY INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE, AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY MORTGAGEE.
 5. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF THE GRANTOR, WHEN REQUIRED BY MORTGAGEE, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO MORTGAGEE AS ITS INTEREST MAY APPEAR.
 6. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 5 HEREOF, THEN MORTGAGEE MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY MORTGAGEE ALL AMOUNTS SO ADVANCED, THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
 7. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY MORTGAGEE IN MAKING THIS LOAN.
 8. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF THE MORTGAGEE.
 9. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE IN EFFECT DURING THE PERIOD OF DEFAULT PLUS TWO (2%) PER CENT PER ANNUM.
 10. THAT MORTGAGEE MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY ONE OR MORE PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
 11. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF ALABAMA NOT INCONSISTENT THEREWITH.
 12. THAT THE FAILURE OF MORTGAGEE TO EXERCISE ANY OPTION OR TO MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
 13. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF MORTGAGEE AND GRANTOR.
- NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS, INCLUDING ANY FUTURE OR ADDITIONAL ADVANCE(S) OR READVANCE(S), AND KEEP AND PERFORM ALL OF THE AGREEMENTS AND CONDITIONS OF THIS INSTRUMENT, THEN IT SHALL BECOME NULL AND VOID.

IF THE GRANTOR FAILS TO PAY WHEN DUE ANY SUMS HEREBY SECURED OR SHOULD GRANTOR FAIL TO PERFORM ANY OF THE AGREEMENTS HEREIN CONTAINED, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT OR BE MADE DEFENDANT IN BANKRUPTCY OR RECEIVERSHIP PROCEEDINGS, THE WHOLE INDEBTEDNESS SECURED HEREBY MAY, AT THE OPTION OF THE MORTGAGEE, BE DECLARED DUE; IN WHICH EVENT THE MORTGAGEE OR ITS AGENT IS HEREBY AUTHORIZED TO SELL THE PROPERTY HEREBY CONVEYED AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH; THE SALE TO BE HELD AT THE COURTHOUSE (OR AT EITHER COURTHOUSE, IF THERE BE TWO) OF ANY COUNTY IN WHICH ALL OR A PART OF THE SAID LANDS ARE SITUATED, AFTER GIVING NOTICE THEREOF BY PUBLICATION ONCE A WEEK FOR THREE WEEKS, OF THE TIME, PLACE AND TERMS OF SALE IN A NEWSPAPER PUBLISHED IN EACH COUNTY IN WHICH ANY PART OF SAID LANDS IS SITUATED; IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY OR COUNTIES, PUBLICATION IN A NEWSPAPER HAVING GENERAL CIRCULATION IN SAID COUNTY OR COUNTIES SHALL SUFFICE; IN EVENT OF SALE THE MORTGAGEE IS HEREBY AUTHORIZED TO PURCHASE THE SAID PROPERTY, OR ANY PART THEREOF, AS IF A STRANGER TO THIS CONVEYANCE, AND THE AUCTIONEER OR PERSON MAKING THE SALE IS HEREBY EXPRESSLY EMPOWERED TO EXECUTE A DEED IN GRANTOR'S NAME TO ANY PURCHASER AT SUCH SALE. THE PROCEEDS OF SALE SHALL BE APPLIED FIRST, TO THE PAYMENT OF ALL EXPENSES INCIDENT TO THE SALE, INCLUDING A REASONABLE ATTORNEY'S FEE; SECOND, TO THE INDEBTEDNESS SECURED BY THIS INSTRUMENT; AND THIRD, THE BALANCE, IF ANY, TO BE PAID TO GRANTOR OR ANY PARTY OR PARTIES ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 20th DAY OF April 1982 KENT FARMS, an Alabama General Partnership

ATTEST:

By: Douglas M. Kent L.S.
Douglas M. Kent, as Trustee of the Trust
created under the terms of the Last Will and
Testament of Roy Wright Kent, Deceased
Gladys M. Kent
By: Douglas M. Kent L.S.
Douglas M. Kent, her Attorney-in-fact
Douglas M. Kent L.S.
Douglas M. Kent, individually
Douglas M. Kent, II L.S.

STATE OF ALABAMA

SHELBY COUNTY.

the undersigned

Notary Public IN AND

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Douglas M. Kent, as Trustee of the Trust created
under the terms of the Last Will and Testament of Roy Wright Kent, Deceased, Gladys M.
Kent, by Douglas M. Kent, her Attorney-in-fact, Douglas M. Kent, individually, and
Douglas M. Kent, II

as General Partners of Kent Farms, an Alabama General Partnership

WHOSE NAME s/ are SIGNED TO THE FOREGOING MORTGAGE, AND WHO are KNOWN TO ME, ACKNOWLEDGED
they in their capacities
as such General Partners

BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE WITHIN MORTGAGE
EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 20th DAY OF April 1982

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

MY COMMISSION EXPIRES 12/3/84

Lanice Brasher
Notary Public, State of Ala. at Large
(OFFICIAL TITLE)

STATE OF ALABAMA

1982 APR 20 AM 11:02

Rec'd 7.50
Ind 1.00
8.50

NO TAX COLLECTED

SHELBY

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

the undersigned

Notary Public

FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Douglas M. Kent, whose name as Attorney-in-fact
for Gladys M. Kent, and whose name as Trustee of the Trust created under the terms of
the Last Will and Testament of Roy Wright Kent, Deceased, respectively,

WHOSE NAME is SIGNED TO THE FOREGOING MORTGAGE, AND WHO is KNOWN TO ME, ACKNOWLEDGED
he, in his capacity as su
Attorney-in-fact and as su
Trustee,

BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE WITHIN MORTGAGE
EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 20th DAY OF April 1982

A. D. 1982

Lanice Brasher
Notary Public, State of Ala. at Large
(OFFICIAL TITLE)

MY COMMISSION EXPIRES 12/3/84

STATE OF ALABAMA

COUNTY.

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE _____ DAY OF

19____ AT _____ O'CLOCK _____ M., AND DULY RECORDED IN MORTGAGE BOOK

PAGE